

Dear Doctor:

This will acknowledge receipt of your letter advising you hold an M. D. degree issued in 1922 by the \_\_\_\_\_ University, and that you were licensed to practice in the State of New York in December, 1942.

Enclosed herewith please find our printed form 172-173 which will give you full information as to California's requirements exacted of graduates of foreign medical schools. You will notice on our form 173 information relative to reciprocity. If, prior to your admission to the New York medical board examination, you did not fulfill all of California's requirements exacted of foreign medical school graduates, you will not be acceptable on a reciprocity basis.

Your letter relates that you have had "three months at the Hospital of St. Anthony of Padue, in Chicago, Illinois." This institution is on the approved list. However, in addition to other requirements, it will be necessary for you to complete a one-year internship in that hospital prior to your being eligible for admission to examination in the State of California.

Awaiting your compliance with the statutory provisions as outlined on the enclosed printed form 173, believe me

Very truly yours,

(Signed) C. B. PINKHAM, M. D.,  
Secretary-Treasurer.

#### Concerning a Spurious Check-Passer

January 13, 1943.

To the Editor:

This letter is sent to call attention to a check-passer who is evidently operating in California cities. His method of procedure in mulcting doctors is somewhat as follows:

He enters a doctor's office, states his wishes to have a Wassermann Test made, and before starting the work, begs to be excused because his automobile is parked and he wishes to change its location. In this way, he gives the impression of having means (a build-up).

In paying for his Wassermann, he states he also wishes to pay at the same time for his wife and daughter who will come in later, and offers a check in excess of the amount due. He will take such cash as the doctor has on hand. If it is not enough to cover the difference in the amount of the check and the total amount due, he tells the physician to give the remainder to his wife when she comes in.

Upon presentation at the bank, the check is found to be of no value.

It is requested that if this individual puts in appearance anywhere, the local police officials be promptly notified.

Very truly yours,

\_\_\_\_\_, M. D.

#### Concerning Possibility of Malpractice Suits in Military Services\*:

AMERICAN MEDICAL ASSOCIATION

Bureau of Legal Medicine and Legislation

Dear Dr. Kress:

I have received your recent letter with respect to the advisability of physicians who enter military service continuing malpractice insurance.

The editorial discussion of the matter that appeared in *The Journal* for September 13, 1941, is the only

reference to the situation that has been published in *The Journal* of the A.M.A. I think that editorial covers the situation adequately. While there is no principle of law with which I am acquainted that exempts a physician in military service from liability for injuries inflicted on service patients due to negligent treatment, it must be admitted that the instances in which physicians in service are sued for malpractice are few and far between. I had some correspondence some time ago about this matter with the Office of the Surgeon General of the Army and my impression as to the infrequency of suits against physicians in service is based on that correspondence. As a matter of fact, the editorial in *The Journal* reflected the information that I received from the Office of the Surgeon General. In addition, I talked the matter over personally with Brigadier General McAfee and he could recall only one instance in which a member of the Medical Corps of the Army was sued for malpractice and that one case never came to trial.

Since there is a possibility of a suit being instituted, I personally believe that a physician in service should carry some type of malpractice protection. The insurance companies, as you know, themselves realize that the possibility of suit being instituted against a physician in service is relatively remote and express that realization by offering protection at a lower premium rate.

Incidentally, there came to my notice just a few days ago a suit that had been instituted against a physician in the United States Public Health Service by a patient who had been treated by the physician in a hospital operated by the Service. The patient in this case was not a member of the military forces but a civilian. This instance does indicate, however, that physicians in the service of the government are not immune from malpractice suits.

To summarize, the situation seems to be about this. Malpractice suits against physicians in military service are extremely rare. If a suit is instituted in a State court it may be removed to a federal court and defense will be supplied by a United States Attorney. If the suit terminates unfavorably to the physician, the obligation of paying the judgment rests on the physician involved, since there is no provision under which the Federal Government may assume any ultimate liability for damages. Since premium rates are being reduced to cover protection of physicians in military service, it is my view that insurance should be carried even though the possibility of suit be remote.

Sincerely yours,

(Signed) J. W. HOLLOWAY, JR.

#### Concerning Food Requirements of Hospitals in Southern California:

California Medical Association, Addressed.

Sirs:

This to call your attention to the following:

An unbalanced distribution, and unbalanced price ceiling and lack of awareness of hospital food requirements has penalized many hospitals in Southern California.

We of the hospital field are urging (1) *food rationing*; (2) an understanding and admission of hospital needs; and (3) an equitable distribution of food allotments for both *public* and *private* hospitals. (O.P.A. regulations now permit public hospitals an edge.) (4) A basic price ceiling for all areas subject to differences of transportation and distribution costs.

Your endorsement would greatly assist us.

(Signed) A. J. WILL.

\* See also CALIFORNIA AND WESTERN MEDICINE, October, 1942, on page 278.

\* See also CALIFORNIA AND WESTERN MEDICINE, June, 1942, on page 380.